

RESPONSIV DATA PROCESSING ADDENDUM

This Data Processing Addendum (DPA) and associated specific Data Processing clauses defined in the Product Description (DPA Exhibits) apply to the Processing of Personal Data by Responsiv on behalf of Customer (Customer Personal Data) subject to the General Data Protection Regulation 2016/679 (GDPR) or any other relevant data protection laws identified from time to time (together 'Data Protection Laws') in order to provide services (Services) pursuant to the Agreement between Customer and Responsiv. DPA Exhibits for each Service will be provided in the applicable Transaction Document (TD). This DPA is incorporated into the Agreement. Capitalised terms used and not defined herein have the meanings given them in the applicable Data Protection Laws. In the event of conflict, the DPA Exhibit prevails over the DPA which prevails over the rest of the Agreement.

1. PROCESSING

- 1.1 Customer is: (a) a Controller of Customer Personal Data; or (b) acting as Processor on behalf of other Controllers and has been instructed by and obtained the authorisation of the relevant Controller(s) to agree to the Processing of Customer Personal Data by Responsiv as Customer's sub-processor as set out in this DPA. Customer appoints Responsiv as Processor to Process Customer Personal Data. If there are other Controllers, Customer will identify and inform Responsiv of any such other Controllers prior to providing their Personal Data, in accordance with the DPA Exhibit.
- 1.2 A list of categories of Data Subjects, types of Customer Personal Data, Special Categories of Personal Data and the processing activities is set out in the applicable DPA Exhibit for a Service. The duration of the Processing corresponds to the duration of the Service, unless otherwise stated in the DPA Exhibit. The purpose and subject matter of the Processing is the provision of the Service as described in the Agreement.
- 1.3 Responsiv will Process Customer Personal Data according to Customer's documented instructions. The scope of Customer's instructions for the Processing of Customer Personal Data is defined by the Agreement, and, if applicable, Customer's and its authorised users' use and configuration of the features of the Service. Customer may provide further legally required instructions regarding the Processing of Customer Personal Data (Additional Instructions) as described in Section 10.2. If Responsiv notifies Customer that an Additional Instruction is not feasible, the parties shall work together to find an alternative. If Responsiv notifies the Customer that neither the Additional Instruction nor an alternative is feasible, Customer may terminate the affected Service, in accordance with any applicable terms of the Agreement. If Responsiv believes an instruction violates the Data Protection Laws, Responsiv will immediately inform Customer, and may suspend the performance of such instruction until Customer has modified or confirmed its lawfulness in documented form.
- 1.4 Customer shall serve as a single point of contact for Responsiv. As other Controllers may have certain direct rights against Responsiv, Customer undertakes to exercise all such rights on their behalf and to obtain all necessary permissions from the other Controllers. Responsiv shall be discharged of its obligation to inform or notify another Controller when Responsiv has provided such information or notice to Customer. Similarly, Responsiv will serve as a single point of contact for Customer with respect to its obligations as a Processor under this DPA.
- 1.5 Responsiv will comply with all Data Protection Laws in respect of the Services applicable to Responsiv as Processor. Responsiv is not responsible for determining the requirements of laws or regulations applicable to Customer's business, or that a Service meets the requirements of any such applicable laws or regulations. As between the parties, Customer is responsible for the lawfulness of the Processing of the Customer Personal Data. Customer will not use the Services in a manner that would violate applicable Data Protection Laws.

2. TECHNICAL AND ORGANISATIONAL MEASURES

- 2.1 Customer and Responsiv agree that Responsiv will implement and maintain the technical and organizational measures set forth in the applicable DPA Exhibit (TOMs) which ensure a level of security appropriate to the risk for Responsiv's scope of responsibility. TOMs are subject to technical progress and further development. Accordingly, Responsiv reserves the right to modify the TOMs provided that the functionality and security of the Services are not degraded.

3. DATA SUBJECT RIGHTS AND REQUESTS

- 3.1 Responsiv will inform Customer of requests from Data Subjects exercising their Data Subject rights (e.g., including but not limited to rectification, deletion and blocking of data) addressed directly to Responsiv regarding Customer Personal Data. Customer shall be responsible to handle such requests of Data Subjects. Responsiv will reasonably assist Customer in handling such Data Subject requests in accordance with Section 10.2.
- 3.2 If a Data Subject brings a claim directly against Responsiv for a violation of their Data Subject rights, Customer will reimburse Responsiv for any cost, charge, damages, expenses or loss arising from such a claim, to the extent that Responsiv has notified Customer about the claim and given Customer the opportunity to cooperate with Responsiv in the defence and settlement of the claim. Subject to the terms of the Agreement, Customer may claim from Responsiv damages resulting from Data Subject claims for a violation of their Data Subject rights caused by Responsiv's breach of its obligations under this DPA and the respective DPA Exhibit.

4. THIRD PARTY REQUESTS AND CONFIDENTIALITY

- 4.1 Responsiv will not disclose Customer Personal Data to any third party, unless authorised by the Customer or required by law. If a government or Supervisory Authority demands access to Customer Personal Data, Responsiv will notify Customer prior to disclosure, unless such notification is prohibited by law.
- 4.2 Responsiv requires all of its personnel authorised to Process Customer Personal Data to commit themselves to confidentiality and not Process such Customer Personal Data for any other purposes, except on instructions from Customer or unless required by applicable law.

5. AUDIT

- 5.1 Responsiv shall allow for, and contribute to, audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in accordance with the following procedures:
 - 5.1.1 Upon Customer's written request, Responsiv will provide Customer or its mandated auditor with the most recent certifications and/or summary audit report(s), which Responsiv has procured to regularly test, assess and evaluate the effectiveness of the TOMs, to the extent set out in the DPA Exhibit.
 - 5.1.2 Responsiv will reasonably cooperate with Customer by providing available additional information concerning the TOMs, to help Customer better understand such TOMs.
 - 5.1.3 If further information is needed by Customer to comply with its own or other Controllers audit obligations or a competent Supervisory Authority's request, Customer will inform Responsiv in writing to enable Responsiv to provide such information or to grant access to it.
 - 5.1.4 To the extent it is not possible to otherwise satisfy an audit right mandated by applicable law or expressly agreed by the Parties, only legally mandated entities (such as a governmental regulatory agency having oversight of Customer's operations), the Customer or its mandated auditor may conduct an onsite visit of the Responsiv facilities used to provide the Service, during normal business hours and only in a manner that causes minimal disruption to Responsiv's business, subject to coordinating the timing of such visit and in accordance with any audit procedures described in the DPA Exhibit in order to reduce any risk to Responsiv's other customers.

Any other auditor mandated by the Customer shall not be a direct competitor of Responsiv with regard to the Services and shall be bound to an obligation of confidentiality.
- 5.2 Each party will bear its own costs in respect of paragraphs 5.1.1 and 5.1.2 of Section 5.1, otherwise Section 10.2 applies accordingly.

6. RETURN OR DELETION OF CUSTOMER PERSONAL DATA

- 6.1 It is the Customer's responsibility to arrange for recovery of their Customer Personal Data prior to termination or expiration of the Agreement. Responsiv will make reasonable efforts support extraction of Customer Personal Data.
- 6.2 Upon termination or expiration of the Agreement, Responsiv will delete Customer Personal Data in its possession as set out in the respective DPA Exhibit, unless otherwise required by applicable law.

7. SUB-PROCESSORS

- 7.1 Customer authorises the engagement of other Processors to Process Customer Personal Data (Sub-processors). A list of the current Sub-processors is set out in the respective DPA Exhibit. Responsiv will notify Customer in advance of any addition or replacement of the Sub-processors as set out in the respective DPA Exhibit. Within 30 days after Responsiv's notification of the intended change, Customer can object to the addition of a Sub-processor on the basis that such addition would cause Customer to violate applicable legal requirements. Customer's objection shall be in writing and include Customer's specific reasons for its objection and options to mitigate, if any. If Customer does not object within such period, the respective Sub-processor may be commissioned to Process Customer Personal Data. Responsiv shall impose substantially similar but no less protective data protection obligations as set out in this DPA on any approved Sub-processor prior to the Sub-processor initiating any Processing of Customer Personal Data.
- 7.2 If Customer legitimately objects to the addition of a Sub-processor and Responsiv cannot reasonably accommodate Customer's objection, Responsiv will notify Customer. Customer may terminate the affected Services as set out in the Agreement, otherwise the parties shall cooperate to find a feasible solution in accordance with the dispute resolution process.

8. TRANSBORDER DATA PROCESSING

- 8.1 In the case of a transfer of Customer Personal Data to a country not providing an adequate level of protection pursuant to the Data Protection Laws (Non-Adequate Country), the parties shall cooperate to ensure compliance with the applicable Data Protection Laws as set out in the following Sections. If Customer believes the measures set out below are not sufficient to satisfy the legal requirements, Customer shall notify Responsiv and the parties shall work together to find an alternative.

- 8.2 By entering into the Agreement, Customer is entering into EU Standard Contractual Clauses as set out in the applicable DPA Exhibit (EU SCC) with (i) each Sub-processor listed in the respective DPA Exhibit that is located in a Non-Adequate Country (Responsiv Data Importers) and (ii) Responsiv, if located in a Non-Adequate Country, as follows:
- 8.2.1 if Customer is a Controller of all or part of the Customer Personal Data, Customer is entering into the EU SCC in respect to such Customer Personal Data; and
 - 8.2.2 if Customer is acting as Processor on behalf of other Controllers of all or part of the Customer Personal Data, then Customer is entering into the EU SCC:
 - 8.2.2.1 as back-to-back EU SCC in accordance with Clause 11 of the EU Standard Contractual Clauses (Back-to-Back SCC), provided that Customer has entered into separate EU Standard Contractual Clauses with the Controllers; or
 - 8.2.2.2 on behalf of the other Controller(s).
- Customer agrees in advance that any new Responsiv Data Importer engaged by Responsiv in accordance with Section 7 shall become an additional data importer under the EU SCC and/or Back-to-Back SCC.
- 8.3 If a Sub-processor located in a Non-Adequate Country is not an Responsiv Data Importer (Third Party Data Importer) and EU SCC are entered into in accordance with Section 8.2, then, Responsiv or a Responsiv Data Importer shall enter into Back-to-Back SCC with such a Third Party Data Importer. Otherwise, Customer on its own behalf and/or, if required, on behalf of other Controllers shall enter into separate EU Standard Contractual Clauses or Back-to-Back SCC as provided by Responsiv.
- 8.4 If Customer is unable to agree to the EU SCC or Back-to-Back SCC on behalf of another Controller, as set out in section 8.2 and 8.3, Customer will procure the agreement of such other Controller to enter into those agreements directly. Additionally, Customer agrees and, if applicable, procures the agreement of other Controllers that the EU SCC or the Back-to-Back SCC, including any claims arising from them, are subject to the terms set forth in the Agreement, including the exclusions and limitations of liability. In case of conflict, the EU SCC and Back-to-Back SCC shall prevail.

9. PERSONAL DATA BREACH

- 9.1 Responsiv will notify Customer without undue delay after becoming aware of a Personal Data Breach with respect to the Services. Responsiv will promptly investigate the Personal Data Breach if it occurred on Responsiv infrastructure or in another area Responsiv is responsible for and will assist Customer as set out in Section 10.

10. ASSISTANCE

- 10.1 Responsiv will assist Customer by technical and organisational measures for the fulfilment of Customer's obligation to comply with the rights of Data Subjects and in ensuring compliance with Customers obligations relating to the security of Processing, the notification and communication of a Personal Data Breach and the Data Protection Impact Assessment, including prior consultation with the responsible Supervisory Authority, if required, taking into account the nature of the processing and the information available to Responsiv.
- 10.2 Customer will make a written request for any assistance referred to in this DPA. Responsiv may charge Customer no more than a reasonable charge to perform such assistance or an Additional Instruction, such charges to be set forth in a quote and agreed in writing by the parties, or as set forth in an applicable change control provision of the Agreement. If Customer does not agree to the quote, the parties agree to reasonably cooperate to find a feasible solution in accordance with the dispute resolution process.